

CITY OF ROCK ISLAND
COMPREHENSIVE SOLID WASTE AND RECYCLING COLLECTION AND DISPOSAL
AGREEMENT

THIS AGREEMENT, made and effective this 1st day of April, 1998, by and between the City of Rock Island, a municipal corporation, hereinafter referred to as CITY, and Washington Waste Hauling & Recycling Inc., a certified solid waste hauler, hereinafter referred to as CONTRACTOR;

I.

Recitals

- 1.1 WHEREAS, the CITY desires to provide a comprehensive solid waste collection and disposal program for it's residents and businesses; and
- 1.2 WHEREAS, CONTRACTOR operates a solid waste and recycling collection business headquartered in Wenatchee, Washington; and
- 1.3 WHEREAS, it has been determined by the CITY that it will be in the best interests of the CITY residents and businesses thereof to negotiate an exclusive contract with CONTRACTOR for a period of ten (10) years for the collection of solid waste for the CITY; and
- 1.4 WHEREAS, CITY and CONTRACTOR have negotiated mutually agreeable terms for such an "Ageement;" now

THEREFORE, in consideration of the mutual promises, covenants and agreements contained herein, it is agreed as follows:

II

AGREEMENT

- 2.1 Term. This Agreement shall commence April 1, 1998 and end on December 31, 2007. The term of this Agreement shall be for a period of ten (10) years ("Initial Term"). Upon expiration of the Initial Term, the Parties shall have the option if both parties agree to extend this Agreement for like terms and conditions for an additional five (5) year period. During the said term (or any extension thereof), CONTRACTOR agrees to collect and remove all solid waste from all buildings, structures, places of business, plants, dwellings, stores, office buildings, fire houses, schools, hotels/motels, municipal buildings, theaters, garages, public markets, restaurants, and other places of accumulation, all in accordance with the terms and conditions as contained herein, and CONTRACTOR shall make a complete and thorough collection and disposal thereof.
- 2.2 Meaning of Terms. The meaning of terms and words as contained herein shall be governed by the common and customary understanding of the industry as contained in Appendix A.
- 2.3 Mandatory Collection. Solid waste collection shall be mandatory in all areas of the CITY, and shall be performed only by the CONTRACTOR.
- 2.4 Exclusive Hauler. CONTRACTOR shall for the term of this Agreement and in consideration of the services being provided pursuant to Section 2.1 above, have the exclusive right to haul residential and commercial solid, non-hazardous wastes. CITY shall strictly enforce this provision against any third party attempt to infringe on CONTRACTOR'S exclusive right. Does not include collecting or transporting recyclable materials from a drop-box or recycling buy-back

center or recyclables; by or on behalf of a commercial or industrial generator or recyclable materials to a recycler for use or reclamation.

- 2.5 Exclusive Area to be Served and annexations. The exclusive area to be served shall be the entire area within the incorporated limits of the CITY as it now exists or as it may hereafter be amended through annexation during the term of this Agreement or any extension of this Agreement. In the event that an area is annexed by the CITY, CONTRACTOR agrees that due to the geography of the service area, the ratio of residential to commercial accounts and the small size of the CITY and small size of any potential annexation, that continued service of the area pursuant to the Washington Utilities & Transportation Commission franchise shall be terminated and a right to pursue damages as a result of any such termination is hereby waived.
- 2.6 Agreement Supervision. CONTRACTOR shall direct all contact with the CITY through the Mayor or his/her authorized representative.
- 2.7 Maintenance of Office. CONTRACTOR shall be required to maintain an office provided with telephones and such attendants as may be necessary to handle complaints, orders for special service or instructions from the Mayor or his/her authorized representative. This office shall be in operation between the hours of 8:00 a.m. and 4:30 p.m., Monday through Friday, with a telephone answering or recording device available twenty-four (24) hours per day, seven days per week to take messages when no one is on duty. The telephones provided in such office shall be on a telephone exchange which can be called from anywhere within the incorporated limits of the CITY without a toll or other long distance charge. Two-way communications between said office and the collection vehicles shall be maintained at all times between the hours of 6:00 a.m. and 5:00 p.m., Monday through Friday. Such communications may be by two-way radio, paging device, or other arrangements satisfactory to the CITY.
- 2.8 Fees. CITY shall not charge to CONTRACTOR any license fee, tax, assessment or other charge in respect to CONTRACTOR'S operations under this Agreement, including the fee set forth in Paragraph 2.9, except a CITY business license, without authorizing a commensurate increase in the compensation to be paid the CONTRACTOR.
- 2.9 Garbage Collection License Fee. CONTRACTOR shall pay to the CITY a utility tax in accordance with the CITY's Municipal Code, as it now exists or as hereafter enacted or amended. CONTRACTOR shall pay this fee to the CITY each calendar quarter. Such payments shall be made no later than thirty (30) calendar days after the preceding calendar quarter. Any quarterly fee not paid by the CONTRACTOR within thirty (30) calendar days at the end of the calendar quarter shall bear interest at the rate of twelve percent (12%) from the due date until paid. CITY reserves the right to adjust the fee or utility tax authorized by this Section any time during the term of the Agreement.
- 3.0 Laws, Licenses and Taxes. CONTRACTOR shall comply with all applicable Federal, State, Local laws, regulations and ordinances pertaining to collection, handling, transportation, disposal and monitoring of all solid waste and recyclables. CONTRACTOR shall maintain continuously a Certificate of Public Convenience and Necessity issued by the Washington Utilities and Transportation Commission (WUTC).
- 3.1 Independent Contractor. It is understood and agreed between the parties that the relationship between them created by this Agreement is that of an independent contractor. No employee, servant or agent of CONTRACTOR shall be deemed to be an employee, agent or servant of the CITY. None of the benefit's provided by the CITY to its employees are available to the employees, agents or subcontractors of the CONTRACTOR. It is understood and agreed between the parties that CONTRACTOR is an independent contractor in the performance of each and

every part of this Agreement, and is solely and personally liable for all labor and expenses in connection therewith, including any employee benefits and employee taxes.

- 3.2 Company Name. CONTRACTOR shall not use a firm name containing the word CITY, or any words implying municipal ownership.
- 3.3 Indemnification. CONTRACTOR agrees to indemnify defend and hold harmless the CITY from and against any and all liabilities, penalties, fines, forfeitures, demands, claims, causes of action, suits, and costs and expenses incidental thereto, which the CITY may hereafter suffer, incur, be responsible for or pay out as a result of bodily injuries to any person, damage to any property, contamination of or adverse effects on the environment or any violation or alleged violation of statutes, ordinances, orders, rules or regulations of any governmental entity or agency arising out of the use of any disposal facility.
- 3.4 Affirmative Action Plan. CONTRACTOR shall at all times during the term of this Agreement engage in employment practices in a manner whereby equal employment opportunity is observed and practiced without regard to race, color, religion, age, sex or national origin, except to the extent of bona fide occupational qualifications. CONTRACTOR will post it's Equal Employment Opportunity Policy and Affirmative Action Plan in conspicuous places throughout it's facilities and publicize such policy and plan to all suppliers and to all unions with which it has contractual agreements. Such plan will be implemented and followed in all respects during the entire term of this Agreement.
- 3.5 Worker's Compensation. CONTRACTOR shall maintain during the term of this Agreement Worker's Compensation insurance for all of CONTRACTOR'S employees who will be performing services for CONTRACTOR pursuant to the terms of this Agreement. In the event that any of the services to be performed by CONTRACTOR are performed by subcontractors of CONTRACTOR, CONTRACTOR shall require the subcontractors similarly to provide Worker's Compensation insurance unless the subcontractor's employees are covered by CONTRACTOR'S policy.
- 3.6 Contractor Skill. CONTRACTOR and it's officers, employees, agents and subcontractors shall perform each and every service to be performed under this Agreement in a skillful and competent manner in accordance with solid waste handling and disposal standards in Washington State.
- 3.7 Requirements of Employees. CONTRACTOR shall require all employees to be courteous at all times and not to use loud or profane language and to do their work as quietly as possible. Employees in collecting solid waste, shall follow the regular walks for pedestrians while on private property, returning to the street or alley after replacing the empty containers. Employees shall also replace all containers and covers and close all gates which they have opened. All employees shall wear clean, presentable clothing. Employees shall not trespass or cross property to neighbors premises nor meddle with property which does not concern them.
- 3.8 Solid Waste Collection, Disposal and/or Recycling Innovations. CONTRACTOR shall keep abreast of all alternatives regarding the collection, disposal and recycling of solid waste and shall advise the CITY and cooperate with it in respect to any possible innovations, changes or improvements that could be accomplished in respect to performance of this Agreement.
- 3.9 Planning Assistance. CONTRACTOR shall, upon request and without cost, make available either to the Mayor and/or the property owner technical, engineering and planning assistance in respect to all new construction or major remodeling of buildings and structures within the incorporated limits of the CITY in respect to design and planning of solid waste collection facilities and their location upon the site of the proposed construction or remodeling project.

- 4.0 Collection Equipment. In collecting solid waste under this Agreement, the CONTRACTOR shall use all metal water-tight, completely enclosed packer and/or container units that are designed and manufactured for the collection of garbage and refuse and are capable of servicing residential, commercial and industrial accounts. The number and type of collection vehicles furnished shall be sufficient for the collection of all solid waste within the area to be served by this Agreement.
- 4.1 Collection Containers. CONTRACTOR will provide all single unit residential customers with appropriate sized collection containers which meet the requirements of the CITY's Municipal Code. All appropriate sized collection containers, shall be of such design as can be served by the CONTRACTOR'S collection equipment. In this regard, the CONTRACTOR may enter into an agreement with the customer to furnish such container or containers as the disposal needs of the customer may require and at the rate set forth herein. Alternate single unit residential containers may be approved by the CITY at the request of the CONTRACTOR.

CONTRACTOR will provide all multi-family residential customers or non-residential commercial or industrial customers with appropriate sized collection containers which meet the requirements of the CITY's Municipal Code. All appropriate sized collection containers, shall be of such design as can be served by the CONTRACTOR's collection equipment. In this regard, the CONTRACTOR may enter into an agreement with the customer to furnish such container or containers as the disposal needs of the customer may require and at the rate set forth herein. Alternate multiple family residential, non-residential commercial or industrial containers may be approved by the CITY at the request of the CONTRACTOR.

All CITY approved alternate containers must meet the CITY's Municipal Code and will be provided at the customers own expense. All CONTRACTOR containers shall display the CONTRACTOR'S name on the container. In addition, all such containers shall be marked with any necessary or appropriate safety warnings as may be required or recommended by an appropriate regulatory agency. All CONTRACTOR containers shall be steam cleaned or pressure washed whenever necessary in the judgment of the Mayor or his/her authorized representative, and always before being placed out for a new customer. All collection containers must conform to the requirements in Appendix B attached hereto.

- 4.2 Alternate Collection Routes. CITY reserves the right to direct the CONTRACTOR to alter it's accustomed route or routes for collection on roadways or alleys due to weather and road conditions. CITY will try to advise CONTRACTOR of these conditions a minimum of seven (7) calendar days in advance so that their customers may be notified.
- 4.3 Improvements to Streets, Alleys, Etc. CITY reserves the right to construct any improvement or to permit any such construction in any street or alley in such manner as the CITY may direct, which may have the effect for a time of preventing the CONTRACTOR from traveling it's accustomed route or routes for collection. CONTRACTOR shall make every reasonable effort to collect all routes.
- 4.4 Loading. Extra care shall be taken in the loading and transportation of solid waste so that none of the materials to be collected is left either on private property or on the streets or alleys. Any solid waste left on private property or on streets or alleys by the CONTRACTOR shall be cleaned-up within two (2) hours after notice is received, either in writing or orally, from the Mayor or his/her authorized representative.

CONTRACTOR shall be responsible for the cleaning of all debris, spilled or tracked on any street; alley, or public place by any of it's equipment. If the CONTRACTOR fails to clean the same within two (2) hours after notice is served by the Mayor or his/her authorized representative, the CITY may cause such streets to be cleaned and charge the costs to CONTRACTOR.

4.5

Holidays. CONTRACTOR may observe the following days as holidays: New Years Day, Memorial Day, 4th of July, Labor Day, Thanksgiving and Christmas, and shall notify customers in advance of the alternative day on which solid waste shall be picked up.

4.6

Collection Schedules. CONTRACTOR shall use reasonable efforts at all times to keep all persons from whom it is collecting solid waste advised of the schedules for collection, both day and time of collection, and shall further use reasonable efforts to maintain actual collection in accordance with written schedules.

4.7

Written Schedules. All collections shall be made during the following time schedules. Alterations to the written schedules may be made by the CONTRACTOR to the CITY because of the imposition of weight restrictions or other limiting factors.

Residential Customers: Between the hours of 6:00 a.m. and 5:00 p.m., Monday through Saturday. Any request for a temporary change in the above schedule must be made in writing and approved by the CITY.

Commercial Customers: Between the hours of 3:00 a.m. and 5:00 p.m., Monday through Saturday. Where special circumstances or complaints received by the CITY indicates the necessity or desirability of an adjustment in the hours between which collections may be made, the CITY may require such an adjustment to be made upon written notice to the CONTRACTOR. If the hours of operation create a complaint problem, the CONTRACTOR. If the hours of operation create a complainant problem, the CONTRACTOR and the CITY will determine a solution that may result in a revision of the operating schedule and adjustment of rate.

Complaints: Where special circumstances or complaints received by the CITY indicate the necessity or desirability of an adjustment in the hours between which collections may be made, the parties may agree to an adjustment of the schedule and rates.

4.8

Emergency Collections. Adequate provisions shall be made by the CONTRACTOR to provide special collections when solid waste has not been collected during a regularly scheduled trip. Special pickups for missed collection shall be made by the CONTRACTOR when ordered by the Mayor or his/her authorized representative. For the purposes of this paragraph, missed collection shall not include collections not made for reasons beyond the control of the CONTRACTOR, such as acts of God, strikes, riots, insurrection, war or civil disobedience. Normal snow and ice on streets and alleyways is not justification for missed collection. Due to dangerous conditions as agreed to between the Mayor for the CITY and the Manager of CONTRACTOR or their designated representative, collection may be delayed.

4.9

Special Arrangements. CONTRACTOR agrees to collections and disposal of all solid waste from all town buildings, street containers, parks and other town owned and occupied buildings used only for governmental purposes within the incorporated limits of CITY and during agreed upon festivals without charge to the CITY, provided the same is placed in containers conveniently located for collection.

CONTRACTOR agrees not to charge for collection while a residential customer is on vacation, provided the residential customer provides CONTRACTOR advance notice of at least 24 hours before the next schedule collection.

CONTRACTOR will provide CITY residents with Spring and Fall Clean-Up weeks. During said Clean-Up weeks, all CITY residents will be allowed to dispose of residentially generated

solid, non-hazardous wastes on a no charge basis. The CITY and CONTRACTOR shall mutually select an appropriate collection site. CONTRACTOR will not accept construction waste, roofing material or commercial waste as free disposal materials.

- 5.0 Method of Disposal. CONTRACTOR shall deliver at it's cost all solid, non-hazardous waste to a solid waste facility operated according to the most current Federal and State requirements; provided that the CONTRACTOR shall not use any solid waste facility which the CITY would be prohibited from using were the CITY to collect and dispose of solid, non-hazardous waste with it's own employees. CONTRACTOR shall at all times keep the CITY advised of the solid waste facilities being used by the CONTRACTOR
- 5.1 Ownership of Equipment. All vehicles, facilities, equipment and property, with the exception of the community recycling center, used in the performance of this Agreement shall be owned by the CONTRACTOR; provided, however, that leasing or rental agreements may be allowed when approved by the City Council prior to their execution. All such leasing or rental agreements shall provide that in the event of default of this Agreement or of such leasing or rental agreement, the CITY may at it's option have the right to take possession of and operate such vehicles and equipment covered by such leasing and rental agreements for the unexpired term of this Agreement. Any conditional sales contract, mortgage and other contractual arrangement for financing the purchase of this equipment to be utilized under the terms of this Agreement shall provide that in the event of default of any term or provision of this Agreement or conditional sales agreement, mortgage or other contractual arrangement, that the right to possession and use of such vehicle equipment and facilities may be taken by the CITY for the unexpired term of this Agreement.
- 5.2 Painting of Vehicles. Collection vehicles shall be painted and numbered and shall have the CONTRACTOR'S name and vehicle number printed in letters of a contrasting color at least three (3) inches high, on each side of the vehicle. No advertising shall be permitted other than the name of the CONTRACTOR. All vehicles shall be kept in a clean and sanitary condition and all collection vehicles shall be steam cleaned or pressure washed inside and out at least once a week.
- 5.3 Parking of Vehicles. CONTRACTOR shall not use property in or adjacent to property that is zoned as residential, nor adjacent to the various disposal sites for the parking, standing, washing, cleaning or storing of it's vehicles or equipment without the approval of the City Council. Areas used by the CONTRACTOR for the storing, parking or repair of vehicles shall be kept in a clean and orderly condition.
- 5.4 Performance Bond. Before this Agreement between the CONTRACTOR and the CITY shall be valid or binding against the CITY, the CONTRACTOR shall furnish to the CITY a performance bond to be approved by it's legal counsel conditioned that the CONTRACTOR shall faithfully perform all provisions and terms of this Agreement and pay all laborers, mechanics and subcontractors and materialmen and all persons who shall supply such CONTRACTOR with provisions and supplies for the carrying on of such work which bond shall be signed by the surety company or surety and shall be in an amount of \$500,000.00 which bond may be for individual twelve (12) month periods but shall at all times be renewed or replaced on or before expiration and kept in full force and effect.

- 5.5 Liability Insurance. CONTRACTOR shall provide and maintain in full force and effect during the entire term of this Agreement or any renewal thereof, a policy or policies of public liability insurance and vehicle coverage, providing for limits of not less than \$2,000,000.00 for all damages arising out of bodily injury to or death of one person, and subject to that limit for each person, a total limit of not less than \$5,000,000.00 for all damages arising out of bodily injuries to or death of two or more persons in any one accident; and property damage, liability insurance providing for a limit of not less than \$2,000,000.00 for all damages arising out of or injury or destruction of property during the term of this Agreement.

CITY shall be named as an additional insured under all policies required by this Agreement. CONTRACTOR shall provide the CITY with a certificate of insurance prior to the implementation of this Agreement. All policies shall provide for thirty (30) days notice to the CITY of any change, cancellation or lapse of such insurance coverage. CONTRACTOR shall further agree to save harmless and indemnify the CITY from any and all loss, damage, claims, suits, judgments or recoveries which may be asserted, made or may arise or be had, brought or recovered against the CITY arising and/or alleged to arise out of this Agreement including but not limited to, any claims or allegations alleging anti-trust violations and/or any negligent acts or negligent omissions of the CONTRACTOR, its agents and/or employees; and that the CONTRACTOR shall immediately appear and defend the same at its own cost and expense, provided that nothing in this section shall be construed as indemnification for the negligence of the CITY, its agents or employees. CONTRACTOR shall also pay all costs and expenses and reasonable attorneys fees that may be incurred or paid by the CITY in enforcing against CONTRACTOR any and all terms and covenants of this Agreement.

- 5.6 Liquidated Damages. As a breach of the service provided by this Agreement would cause serious and substantial damage to the CITY and its residents and businesses, the nature of the Agreement would render it impracticable or extremely difficult to fix the actual damage sustained by the CITY by such breach, it is agreed that in case of breach of service, the CITY may, in addition to any other remedy the CITY may have, elect to collect liquidated damages for each such breach and the CONTRACTOR will pay to the CITY as liquidated damages and not as penalty, the amount set forth below, such sums being agreed upon with the CITY will be damaged by the breach of such service. An election to seek such remedies shall not be construed as a waiver of any legal remedies available to the CITY for present and future breaches of this Agreement.

A truck beginning residential collection prior to 6:00 a.m. and commercial trucks prior to 3:00 a.m. - Ten Dollars (\$10.00) per day. Failure to collect misses within twenty-four (24) hours of notification to the CONTRACTOR - Ten Dollars (\$ 10.00) each.

Repetition of verified complaints on a route after notification to replace containers in designated locations, spilling, not closing gate, crossing planted areas, or similar violations - Five Dollars (\$5.00) each.

Provided, however, that CONTRACTOR shall not be subject to any damages for any failure in service due to circumstance beyond its control including but not limited to acts of God, strikes, riots, insurrection, war or civil disobedience.

- 5.7 Consideration to be Paid. For the full and faithful performance of the services required to be performed by the CONTRACTOR pursuant to this Agreement, CONTRACTOR shall be compensated in accordance with the schedule of rates and charges attached hereto as Appendix B or as amended during the term of this Agreement as provided for in Paragraph 5.8. Payment shall be made to CONTRACTOR by each residential and commercial customer according to CONTRACTOR'S billing procedures. CONTRACTOR shall be required to perform all billing

and collection activities under this Agreement with no recourse against the CITY for nonpayment by residential and commercial customers. CITY shall consider passage of an ordinance to establish customer nonpayment of utilities pursuant to the Agreement as a civil infraction. The CONTRACTOR agrees that the CITY may adopt an ordinance for disabled, elderly, or low income residents to be charged at the lower rate as set forth in Appendix B.

- 5.8 Modifications in Rates. The rates and charges for residential solid, non-hazardous waste collection rates as set forth in Appendix B, shall be effective the 1st day of April, 1998 and may be amended January 1st, 2000 and each January 1st, thereafter, according to the increase in the Consumer Price Index, Pacific Cities and U.S. City Average, Urban Wage Earners and Clerical Workers Index, published by the Department of Labor Statistics based upon the total Consumer Price Index change for all items as compared from July to July statistics for the preceding twelve (12) months.

The rates and charges for commercial solid non-hazardous waste collection, as set forth in Appendix B shall be effective the 1st day of April, 1998, and may be amended January 1st 2001 and each January 1st thereafter, according to the increase in the Consumer Price Index, Pacific Cities and U.S. City Average, Urban Wage Earners and Clerical Workers Index, published by the Department of Labor Statistics based upon the total Consumer Price Index change for all items as compared from July to July statistics for the preceding twelve (12) months.

If Federal, State or Local laws, rules or regulation require a change in operation at the disposal facility being used by the CONTRACTOR which results in an increase/decrease in the tipping fee being charged by the disposal facility, then in such event, CONTRACTOR, upon agreement by the CITY, which agreement should not be unreasonably withheld, shall be allowed to pass through the increase/decrease in tipping fee upon thirty (30) days written notice.

Any rate increase, requested by the CONTRACTOR, shall be made in writing to the CITY no later than November 1st of each year that an amendment is permitted and requested. No periodic increase in rates and charges to be paid the CONTRACTOR under formula therefore, as hereinabove set forth, shall become effective until reviewed and approved by the City Council. All periodic increases in rates shall become effective January 1st of year following receipt by the CITY of a verified CITY approved rate increase.

- 5.9 Reporting. CONTRACTOR shall provide an annual report to the CITY showing yearly totals for the following information: number of residents/businesses/industries served; number of complaints. Yardage disposed of (CONTRACTOR shall identify separately the amount collected from each category of residential and commercial). Report shall include the number of residential and commercial customers served, and the yardage of solid, non-hazardous waste. Report will include a statement of all billings made under this Agreement by the CONTRACTOR. Report shall be submitted in writing to the CITY by January 31st of each year for the preceding calendar year. The format of the report shall be as specified by the CITY. The report required by this Section shall be verified or certified by the CONTRACTOR's accountant.

- 6.0 Waiver. No assent, expressed or implied, by the CITY to any breach of CONTRACTOR'S covenants or agreements set forth herein shall be deemed to be a waiver of any future breach of the same or other covenant or agreement contained herein.

- 6.1 Modification. This Agreement constitutes the entire agreement between the two parties. Except as expressly provided in this Agreement, no alteration or modification of this Agreement shall be effective unless such modification shall be in writing and signed by the parties.

- 6.2 Assignment. This Agreement or any interest in part thereof shall not be assigned, set over or transferred whether by operation of law or otherwise, nor shall any part thereof be subcontracted without the prior written consent of the CITY first having been obtained which consent shall not be unreasonably withheld.
- 6.3 Termination. CITY reserves the right, after notice and reasonable and appropriate time to cure, to cancel or terminate this Agreement at any time in case CONTRACTOR fails or neglects to perform or adhere to any material provisions, terms or regulations of this Agreement or fails to abide by any of the conditions or covenants herein contained. Time is of the essence in the performance of this Agreement.
- 6.4 Default. If CONTRACTOR shall abandon or breach this Agreement or fail to fully and promptly comply with all of its provisions or shall fail to give reasons satisfactory to the CITY for noncompliance, the CITY may then declare the CONTRACTOR to be in default of this Agreement and notify the CONTRACTOR of such default and shall provide CONTRACTOR with thirty (30) calendar days to cure such default and failing such action by the CONTRACTOR, the CITY may after said thirty (30) calendar day period provide notice of termination to the CONTRACTOR and its surety on its performance bond. Upon receipt of any such notice, CONTRACTOR agrees that it will promptly discontinue the work, whereupon the surety may, at its option, to be exercised within ten (10) calendar days from such written notice, assume the work which the CITY has ordered discontinued and proceed to perform same, at its sole cost and expense in compliance with the terms and conditions of the Agreement, and all documents incorporated herein. Pending consideration by the surety of said option to assume the work, the CITY may take possession of all CONTRACTOR'S equipment and vehicles and employ such force as it may deem advisable to continue the work; and the cost of all labor and materials necessary for such work shall be paid by the CITY out of the moneys due or to become due the CONTRACTOR, if any, or otherwise charge same to the CONTRACTOR in full.
- In the event that the surety fails to exercise its option within the ten (10) calendar day period, the CITY may complete the work or any part thereof, either by day labor, or by reletting the same, and the CITY shall have the right to take possession of and use any of the vehicles and equipment of every kind and nature provided by the CONTRACTOR for the work and to procure other vehicles, equipment and facilities necessary for the completion of the same, and to charge same to the CONTRACTOR and/or its surety, together with all reasonable costs incidental thereto. CITY shall be entitled to recover from the CONTRACTOR and its surety as damages all expenses incurred, including reasonable attorneys fees, together with such additional sums as may be necessary to complete the work, together with any further damage sustained or to be sustained by the CITY.
- 6.5 Ordinances. All work to be performed under this Agreement shall be in conformance with all conditions and provisions of any CITY Ordinance and any amendments thereof, unless the terms of this Agreement clearly provide otherwise.
- 6.6 Community Recycling Center. CONTRACTOR acknowledges the existing CITY Community Recycling Center operation and the CITY'S right to continue, amend, and modify its existing Community Recycling Program. Nothing contained herein shall prohibit the CITY from contracting with CONTRACTOR or any third party to operate the CITY'S Community Recycling Program.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written.

CITY OF ROCK ISLAND,
a municipal corporation

BY:

Whitey Evenhus, Mayor

DATE:

ATTEST:

By:

Kay Jones, City Clerk

Date:

By:

Washington Waste Hauling and Recycling
Jeff Harwood, Div

ATTEST:

By:

Date:

APPENDIX A
Definitions of Terms

The following terms when used herein shall have only the meanings designated below:

"Certified Solid Waste Hauler" means any solid waste collection company which has obtained from the Washington Transportation and Utilities Commission a certificate authorizing their operation within the State of Washington.

"Collection Vehicle" means as all metal water-tight, completely enclosed packer and/or container units that are designed and manufactured for the collection of solid waste and are capable of servicing residential and commercial customers.

"Commercial Customers" means any multiple family residence, commercial and industrial business within the incorporated limits of the municipality.

"Community Recycling Center" means a recycling facility operated and maintained within a jurisdiction.

"Container" means a Health District approved receptacle used to hold solid, non-hazardous waste of variable sizes.

"Designated Recyclables List" means the list of designated recyclable materials produced annually by the Douglas County Solid Waste Program Office.

"Drop Box" means a container which is placed on the collector's collection vehicle by mechanical means, hauled to dump site and returned to the customer's premises.

"Exclusive Hauler" means the certified solid waste hauler holding permits from the WTJTC for solid waste collection and transportation with sole authority to collect, transport and dispose of solid, non-hazardous waste within the incorporated limits of the municipality.

"Garbage Collection License Fee" means any municipal-imposed fee, charge or surcharge to pay costs related to solid waste handling or recycling, including, but not limited to, planning, administration, facilities and services, environmental impacts and program implementation, financing for any of those purposes or related activities.

"Initial Term" means the ten (10) years period between April 1st 1998 through December 31, 2007.

"Litter" means all solid wastes, including but not limited to, disposable packages or containers, cardboard boxes, cans, bottles, paper, plastic, paper bags, packages, wrapping, printed matter, or other materials thrown, displaced or deposited upon any sidewalk, street alleyway, park etc.

"Mandatory Collection" means that all single unit households, multiple family residences, commercial and industrial businesses within the incorporated limits of the jurisdiction shall be required to pay for solid non-hazardous waste collection and disposal service.

"Non-Hazardous Waste" means any solid waste which are not defined as hazardous under Chapter 70.105.010 RCW.

"Recyclables" means those solid wastes that are separated for recycling or reuse, such as papers, metals, and glass, that are identified as recyclable material pursuant to a local comprehensive solid waste plan.

"Residential Customer" means any single unit household within the incorporated limits of the municipality.

"Solid Waste" means any material defined as solid waste under Chapter 70.95.030 RCW

"Solid Waste Facility" means any disposal site or interim solid waste handling facility which has been permitted by the appropriate authority. This includes, but is not limited to, transfer stations, landfills, incinerators, composting facilities, and facilities for the recycling or recovery of resources from the solid waste or the conversion of the energy from such solid waste to more useful forms or combinations thereof.

"WUTC" means the Washington Utilities and Transportation Commission.

APPENDIX B
Schedule of Rates and Charges

The following rates constitute the agreed upon charges allowed to the CONTRACTOR in order to perform the services specified within this Agreement. All rates and charges are effective April 1, 1998.

RESIDENTIAL RATES: Monthly Rate - Pickup Once Per Week without Recycling

Single Unit Household Rate:

- Senior Citizen/Low Income/Disabled
Discount* 1-32 Gallon can (contractor
provided) \$5.65
- 1-32 Gallon can (contractor provided) \$7.50
- 1-64 Gallon Polycart (contractor provided) \$10.50
- 96 Gallon Polycart (contractor provided) \$13.40

Additional Service Available:

- Carry out service up to 50' \$1.56 per month
- Extra unit (Can, bag, box) 32 gallon equivalent \$1.85 each
- Overweight 32 Gallon can 65 pounds \$2.45 each

COMMERCIAL RATES: Rates per pickup

96 Gallon Polycart Rate: (Includes container rental)

- 1 Polycart \$5.40
- 2 Polycarts \$9.80
- 3 Polycarts \$14.02
- 4 Polycarts \$19.64

Cubic Yard Container Rate: (Includes container rental)

- 1 Cubic Yard \$10.41
- 1 1/3 Cubic Yards \$12.90
- 1 1/2 Cubic Yards \$14.44
- 2 Cubic Yards \$17.91
- 3 Cubic Yards \$24.42
- 4 Cubic Yards \$30.22
- 4 Cubic Yards - Compacted \$75.14
- 6 Cubic Yards \$42.58
- 6 Cubic Yards - Compacted \$105.85
- 8 Cubic Yards \$53.95

Additional Charges:

- Bulk Materials or Extra Yardage \$15.54 per cubic yard
- Distance Charge (10-50 feet) \$.54 per container per pickup
- Overweight 96 Gallon Polycart 200 pounds \$ 2.45 per container per pickup

*available to individual qualified citizens pursuant to City ordinance as the same exists now or, may hereafter be adopted or amended. Alternatively, a qualified citizen may choose an alternative residential contractor provided can size at a rate twenty percent (20%) less than the rates listed herein.

DROP BOXES:

<u>Size</u>	<u>Haul</u>	<u>Dump Fee</u>	<u>Total</u>	<u>Rent/Month</u>
20 Yard	\$72.00	\$187.80	\$259.80	\$62.04
25 Yard	\$72.00	\$234.75	\$306.75	\$72.37
30 Yard	\$72.00	\$281.70	\$353.70	\$72.37
40 Yard	\$72.00	\$375.60	\$447.60	\$82.72
50 Yard	\$72.00	\$469.50	\$541.50	\$93.03

Additional Charges: (On temporary drop boxes)

- Haul Rate \$82.99
- Placement Fee \$37.24
- Mileage Fee \$ 2.13 per mile after first five miles one way

COMPACTED PICKUPS:

<u>Size</u>	<u>Haul</u>	<u>Dump Fee</u>	<u>Total</u>
13 Yard	\$ 55.48	\$143.65	\$199.13
15 Yard	\$ 75.81	\$165.75	\$241.06
20 Yard	\$ 81.93	\$221.00	\$302.93
25 Yard	\$ 93.90	\$276.25	\$370.15
30 Yard	\$109.85	\$331.50	\$441.35
40 Yard	\$141.86	\$442.00	\$583.86

Additional Charges:

- Placement Fee \$37.24
- Mileage Fee \$ 2.13 per mile after first five miles one way

SPECIAL PICKUPS:

Collection Vehicle	\$77.10 per hour
Extra Personnel	\$16.13 per hour
Dump Fee	Posted gate rate at Regional Landfill per cubic yard

CONTAINER CLEANING:

Washing or Steam Cleaning Container	\$5.00 per cubic yard
Pickup and Redelivery of Container	
0 - 8 yard	\$25.00 per container
Over 8 yard	\$37.50 per container

POLY CART OWNERSHIP:

Polycarts are the property of the CONTRACTOR. All Polycarts must be returned to the CONTRACTOR upon account termination. Any customer failing to return a Polycart will be billed \$75.00 to replace the Polycart.